

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

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VANESSA MUNIZ GERENA,

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Plaintiff,

\* CIVIL NO.: 3:24-CV-00098

\* DATE: May 23, 2024 11:35 a.m.

\* INITIAL PRETRIAL CONFERENCE

vs.

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EQUIFAX WORKFORCE

\* Before:

SOLUTIONS, LLC,

\* THE HONORABLE M. HANNAH LAUCK

\* UNITED STATES DISTRICT COURT JUDGE

Defendant.

\* EASTERN DISTRICT OF VIRGINIA

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APPEARANCES:

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1 (Court convened at 11:35 a.m.)

2 DEPUTY CLERK: Case No. 3:24-CV-98, *Vanessa Muniz*  
3 *Gerena versus Equifax Workforce Solutions, LLC.*

4 Plaintiff is represented by Drew Sarrett and Stephen  
5 Flores.

6 Defendant is represented by Zachary McEntyre and  
7 Melissa O'Boyle.

8 Are counsel ready to proceed?

9 MR. SARRETT: Plaintiff is.

10 MR. McENTYRE: Equifax is ready.

11 THE COURT: All right. Well, we're here for the  
12 initial pretrial conference. And I know, Ms. O'Boyle, you're  
13 going to enter a notice of appearance.

14 MS. O'BOYLE: Yes, Your Honor. I apologize. We were  
15 on the answer, but I will enter an official notice.

16 THE COURT: Yes, it's got to be separate. So thank  
17 you.

18 I normally -- and hopefully maybe sometime soon --  
19 will be doing these back in chambers again. I started this  
20 with Covid, and I've continued it really out of an abundance of  
21 caution.

22 But we're here to discuss the case. And I want you  
23 to be sure that you meet my staff. And so I'm going to ask if  
24 you-all could introduce yourselves, because these are the folks  
25 you'll be talking to more than with me during the process. So

1 can you start?

2 DEPUTY CLERK: My name is Jessica Powell. I'm the  
3 courtroom deputy clerk.

4 THE COURT: And we will have another Jessica in the  
5 future who will confuse you, but just remember Jessica.  
6 Actually, they're both fabulous. So she'll be joining us soon;  
7 she's on vacation.

8 Ruth?

9 COURT REPORTER: I'm Ruth Levy, the court reporter.

10 MS. DEVENDORF: And I'm Lauren Devendorf, Judge  
11 Lauck's term clerk.

12 MR. PETERSON: I'm Jay Peterson, the court security  
13 officer.

14 THE COURT: All right. So we all have seen each  
15 other before, so I know you-all know the drill. If you could  
16 just report out to me what you think we need to cover in the  
17 case and what your discussions have produced. You may do this  
18 seated, and just be sure to talk in the microphone so Ms. Levy  
19 can hear you.

20 MR. SARRETT: Your Honor, Drew Sarrett for the  
21 plaintiff. We had the Rule 26(f), in accordance with the  
22 Court's order. During that, we talked over a proposed schedule  
23 for, one, plaintiff to notify defendant as to whether she'll  
24 move to class certification and then also propose discovery  
25 cut-off and expert disclosure dates. And then we exchanged the

1 proposed schedule and there were a few revisions.

2 And I prepared an order for the Court's  
3 consideration -- which I have provided to defense counsel and  
4 they have signed off on -- that would just set out dates but  
5 wouldn't completely supplant the Court's standard initial  
6 pretrial order. So I have that for the Court, if Your Honor  
7 would like to take a look at it.

8 THE COURT: All right. Well, I want to understand.  
9 Part of the defense here is that we may not be dealing with a  
10 CRA. And why are we doing all this if we're not dealing with a  
11 CRA, even in part? Why aren't we getting that out of the way?

12 MR. McENTYRE: Your Honor, we certainly would agree  
13 with prioritizing any discovery the plaintiff thinks is  
14 necessary to determine whether the defendant is a CRA. I think  
15 the plaintiff's position is that that's a factual question as  
16 opposed to a legal question. I think they intend to conduct  
17 some discovery on that issue.

18 But we agree, it is a threshold question; if the  
19 defendant's not a CRA, then obviously the FCRA does not apply.  
20 And we wouldn't have any objection to prioritizing that  
21 discovery.

22 THE COURT: Mr. Sarrett?

23 MR. SARRETT: Your Honor, this case is -- I  
24 understand the Court's concern, but this case is not really  
25 akin to the *Scroggins* case in that sense, because the defendant

1 is acknowledging that it's a CRA. When someone requests a  
2 disclosure like maybe Ms. Muniz Gerena did, it provides the  
3 disclosure. When someone sends a dispute letter to EWS,  
4 Equifax Workforce Solutions, there's an investigation and  
5 there's a response provided.

6 And the underlying agreements that Equifax Workforce  
7 Solutions enters into with its customers say that it's a CRA; I  
8 mean, in this case, the data that was provided, the employment  
9 data that was provided about Ms. Muniz Gerena to the Department  
10 of Social Services was done under a contract that was entered  
11 into by the Commonwealth of Virginia to provide this consumer  
12 report information.

13 So, I mean, it's the defense du jour, obviously, to  
14 claim you're not a CRA. But this is not like a case where the  
15 defendant disclaims in every single instance that it's a CRA  
16 and it never provides any information that a CRA would provide.  
17 And I mean, the disclosures that are provided to Ms. Gerena  
18 acknowledge that defendant is a CRA. So that, I think, is a  
19 really tangential issue.

20 And we will heed what the Court's instruction is, but  
21 I don't see how the defendant can actually succeed on that.

22 THE COURT: Well, your paragraph 19 in your answer  
23 says that you act as a consumer reporting agency in some  
24 circumstances but deny that you're always acting as a consumer  
25 reporting agency. What the heck does that mean?

1 MR. McENTYRE: Your Honor, it is a complicated issue.  
2 And I agree with Mr. Sarrett that it is intertwined with the  
3 facts of the case because the definition of consumer reporting  
4 agency, under the statute, depends on whether the information  
5 provided constitutes a consumer report.

6 And a company like EWS may provide information, in  
7 some instances, that is a consumer report, but in other  
8 instances, the information is not a consumer report. And it  
9 depends on a number of variables, such as what the information  
10 is, the purpose for which it's collected and provided; those  
11 are fact-bound questions.

12 And I think there is precedent, and I'm not going to  
13 recall it off the top of my head, but there is precedent for  
14 the notion that a company may be a CRA for one purpose but not  
15 for another. Equifax, generally, not just EWS, but Equifax  
16 generally obviously provides a lot of different informational  
17 products. Some of those are clearly FCRA regulated; some are  
18 not. And there are some where I think there is a good faith  
19 dispute between the parties as to whether they are or not.  
20 Here, I think that's the issue; what exactly were we providing?  
21 What were we saying?

22 THE COURT: So you're going to have to give me a more  
23 concrete example. What's a non-FCRA and what's an FCRA  
24 product?

25 MR. McENTYRE: So a clearly FCRA product is a report

1 about, for example, a consumer's credit history that Equifax  
2 provides to a potential creditor so that the creditor can  
3 assess whether or not that consumer qualifies for a particular  
4 credit product, right; that would be a classic example of an  
5 FCRA-regulated product.

6 A non-FCRA regulated product would be directional  
7 information that Equifax or one of its affiliates provides. So  
8 in other words, Equifax may compile information and provide it  
9 to a third party, but it is not representing that this  
10 information is in fact the information about this person; it is  
11 intended as a starting point for Equifax's customer to do its  
12 own investigation, to reach its own conclusion about whether  
13 that person qualifies for employment or for credit.

14 And there's a key distinction, because a consumer  
15 report is only a consumer report if it is intended to be relied  
16 upon for the purpose of assessing creditworthiness or  
17 employability. If that's not the purpose -- and both Equifax  
18 or its affiliate and the end user of the product know that's  
19 not the purpose -- then that is not a consumer report. And as  
20 a result, Equifax or its affiliates is not acting as a  
21 reporting agency when it provides that information.

22 THE COURT: So, like, I don't know what you mean by  
23 "directional information."

24 MR. McENTYRE: So, for example, I think in this case  
25 the allegation is that Equifax provided a report that included

1 information about where people with a name similar to the  
2 plaintiff's name have lived within a certain period of time.  
3 If Equifax is not representing that in fact it was this person  
4 who lived in all of those place, Equifax is not representing  
5 that we're talking about this plaintiff. It's just saying we  
6 have conducted a basic search to try to find background  
7 information about people with similar characteristics, similar  
8 name, similar date of birth, something like that, and it  
9 provides it to the end user; that is not, in our view, a  
10 consumer report.

11 THE COURT: So if you provide -- if you're actually  
12 saying it's probably or could be inaccurate, that's what makes  
13 it not a credit report?

14 MR. McENTYRE: We're not saying -- we're not making a  
15 representation that the information is about this plaintiff.  
16 The request from the end user is not, as in the context of a  
17 classic consumer report, tell me factually all of the  
18 information you have about this person. The request from the  
19 end user is we are doing a background investigation and we need  
20 to -- somebody needs to help us do the first stage of the  
21 research to then help us assess whether this person is who he  
22 or she says she is.

23 So we're not saying the information is inaccurate;  
24 it's not a matter of accuracy or inaccuracy. There was --

25 THE COURT: But you're assuring the accuracy, right?



1 So you're giving yourself the out, but it could be.

2 MR. McENTYRE: We're not being asked to assure the  
3 accuracy. We're not being asked to provide actual information  
4 that's accurate or inaccurate. There's an Eleventh Circuit  
5 case called *Lohse* which is directly on point. In the *Lohse*  
6 case, the plaintiff had applied to be a Little League coach and  
7 the defendant had provided the Little League with a background  
8 report about the plaintiff that said someone with  
9 characteristics similar to his was a sex offender. It turned  
10 out the person with characteristics similar to his was his  
11 father, his estranged father.

12 The Eleventh Circuit said, as unfortunate as that  
13 course of events may have been, that document, the information  
14 that was provided was not inaccurate. As I recall -- I can't  
15 recall off the top of my head if the Eleventh Circuit reached  
16 the CRA versus non-CRA distinction, but it was an issue in the  
17 case. And it's related to the accuracy question, what are you  
18 representing? If you're not representing that these are the  
19 exact facts about this person, if that's not what you were  
20 asked to present, that may not be a consumer report.

21 THE COURT: So in the -- is it *Lohse* case? -- was it  
22 Equifax or TransUnion or Experian that was reporting it or  
23 somebody else?

24 MR. McENTYRE: No, I'm not going to remember the  
25 name. It was a specialty background check company.

1 MR. SARRETT: Your Honor, I don't want to interrupt  
2 his flow, but that case is actually *Erickson v. First*  
3 *Advantage*; the *Lohse* case is not the case that is being  
4 discussed.

5 MR. McENTYRE: I appreciate Mr. Sarrett's  
6 clarification. I have *Lohse* on the brain for a different  
7 matter.

8 THE COURT: That's okay.

9 MR. McENTYRE: All the FCRA cases sometimes meld in  
10 my head. But it is the *Erickson* case that I'm thinking about.

11 MR. SARRETT: And First Advantage is a background  
12 screening company.

13 MR. McENTYRE: Which, Your Honor, is the same  
14 business that Equifax Workforce Solutions is in. So it's  
15 important to note that the defendant in this case is not  
16 Equifax Information Solutions, which for, I think we would  
17 acknowledge, almost all purposes if not all purposes -- not  
18 quite all, but most purposes -- is a CRA. I know Your Honor's  
19 had many cases with Equifax Information Services as a defendant  
20 and you've not heard that entity argue it is not a CRA because  
21 the vast majority of the products it provides are consumer  
22 reports.

23 Equifax Workforce Solutions is a different affiliate.  
24 It is a different business which is more akin to a background  
25 screening type product than a traditional financial consumer

1 report.

2 THE COURT: But it does provide consumer reports,  
3 which presumably -- does First Advantage provide consumer  
4 reports, too?

5 MR. McENTYRE: Yes. Sometimes they are; sometimes  
6 they're not. It's a fact-bound -- that's why the analytical  
7 inquiry starts with whether the actual information was a  
8 consumer report. Because the answer to that question informs  
9 whether the defendant is a CRA. The fact that a company is a  
10 CRA for most purposes, there is no sort of CFPB authorized list  
11 that says "these companies are factually CRAs for every  
12 purpose." It's not a factual question; it's a legal question  
13 that is fact-bound.

14 MR. SARRETT: May I respond?

15 THE COURT: Yes.

16 MR. SARRETT: First of all, the CFPB does publish a  
17 list of consumer reporting agencies. I could pull it up and  
18 show it to the Court, but I'm not confident that EWS is on it.

19 Second, the Court is probably all too familiar with  
20 this issue that we're discussing. The seminal case on consumer  
21 reporting and whether an entity is a consumer reporting agency  
22 and whether or not a particular piece of information or  
23 collection of information constitutes a consumer report is this  
24 *Yang v. Government Employees Insurance Company* from the  
25 Eleventh Circuit that's obviously an issue in *Scroggins*.

1 But the fundamental problem for defendant's argument  
2 goes beyond this case law. The defendant entered into a  
3 contract with the Commonwealth of Virginia. And I'm reading  
4 from the contract. And what it says is, "The contractor" --  
5 that's EWS -- "shall provide verification, employment, and  
6 income information services as set forth herein. Under this  
7 contract and only with the permissible purpose under the Fair  
8 Credit Reporting Act, purchasing agency and its eligibility  
9 workers for local departments of social services will be able  
10 to access this data to verify employment ranges and employment  
11 terminations for applicants and recipients of TANF, SNAP,  
12 Medicaid, and other public assistance programs."

13 I didn't read out the words that make up the acronyms  
14 for TANF or SNAP, but the rest of what I said was directly from  
15 the contract.

16 So I understand that they're making this argument.  
17 It will fail for multiple reasons. The first one being that  
18 they agree that they're a CRA. But I don't think it should  
19 waylay full discovery and class certification.

20 MR. McENTYRE: Your Honor, may I briefly respond?  
21 First, I understand that CFPB has a list; I think we actually  
22 cited the case in a case we had in front of Your Honor about  
23 ten years ago in a motion to dismiss, which Your Honor denied.  
24 There's no question that CFPB has a list.

25 My point is that I think it's -- I'm not going to say

1 Your Honor held it -- but our argument was that our defendant  
2 in this case was not on the list and therefore was not a CRA.  
3 And I think Mr. Bennett's argument was that list is not  
4 dispositive. I'm simply making the same point.

5 A company might be on the list because some of its  
6 products are consumer reports, but that doesn't mean all of  
7 them. That's the point I'm trying to make. I understand the  
8 contract says what Mr. Sarrett said. It's not all the contract  
9 says.

10 And to go back to Your Honor's original question, we  
11 have not proposed any sort of staggering of discovery to  
12 prioritize this issue; there are many other issues, including  
13 the accuracy of the information that was provided within the  
14 specific context of the report that was provided. There's a  
15 lot of other issues that we'll need to litigate. And some of  
16 those may very well overcome this issue and this may not even  
17 be a defense that we ultimately raise in a motion for summary  
18 judgment.

19 I was simply agreeing that if Your Honor thought it  
20 would be more efficient to deal with this issue first, we don't  
21 have any problem with that. We haven't proposed it. And I  
22 think, as we've proposed in the joint schedule, I think it  
23 might be just as efficient to deal with some of the other  
24 issues and to see the progress we make on those and whether  
25 those create some opening for an off-ramp of litigation or

1 earlier briefing of summary judgement or -- and I think this is  
2 flagged in the schedule -- for plaintiff to decide whether they  
3 intend to seek class certification. As we understand it,  
4 that's not a decision that they've made. And that's the first  
5 deadline in the schedule.

6 So I think it would be every bit as efficient -- and  
7 I think this is what the parties envisioned -- for the parties  
8 to do the discovery necessary for the plaintiff to decide  
9 whether to seek class certification. If the plaintiff decides  
10 not to seek class certification, as we all know from  
11 experience, these cases have a tendency to resolve. If the  
12 plaintiff does seek class certification, we're in a very  
13 different environment.

14 THE COURT: All right. Well, that's a helpful  
15 discussion. What I don't want is a significant amount of  
16 sideways movement as far as discovery or focusing on issues  
17 that are or are not brought to the Court.

18 And so let me say this: You say the cutoff is  
19 February 3rd and by September 23rd, the plaintiffs will provide  
20 notice. I'm going to be honest with you guys: You-all blow  
21 deadlines a lot. I'm just going to say it. So what do I do if  
22 that's the case? And the deadline blowing tends to be in  
23 discovery disputes.

24 MR. SARRETT: Well, Your Honor, hope springs eternal  
25 for us that not we're not going to have one of these

1 knock-down, drag-out discovery fights. We've had a  
2 discussion -- one of the issues in this case and one of the  
3 issues that came up in the Rule 26(f) is we don't know a lot  
4 about EWS's business because we haven't litigated against them  
5 specifically. Equifax is a different story.

6 And what we discussed during the Rule 26(f) was how  
7 about we try and move quickly to have an exchange of documents  
8 and information to see whether there's going to be big fights  
9 in discovery over some of these issues; for instance, whether  
10 the FCRA even applies or other issues related to class  
11 certification. And I think we have a tentative agreement on  
12 that to do that.

13 But, unfortunately, from the plaintiff's perspective,  
14 until we start seeing what comes in, we don't know if we're  
15 going to have to fight over every single thing. We hope we  
16 don't. But if the Court is amenable to pushing back some of  
17 these deadlines, plaintiff has no issue with that.

18 THE COURT: I'm not talking about pushing back  
19 deadlines. I'm talking about meeting deadlines. I've been  
20 given a lot of these kinds of orders. And they can be rendered  
21 meaningless with some regularity. And if you-all have some  
22 kind of discovery issue, some kind of issue of fact that you  
23 need to resolve, be honest about it with me. Don't give me  
24 stuff you're not going to meet.

25 You-all can try whatever case you want, but try the

1 case you're telling me you're trying. Don't try the case you  
2 think might be the best case scenario, because it's a waste of  
3 my time. I'm here to make decisions. But I am not here to  
4 watch parties go back and forth about big and little issues  
5 when the big issues are the ones that need to be resolved and  
6 you're not teeing them up. I'm not doing that anymore for you  
7 guys. So that's a problem.

8 MR. SARRETT: Your Honor, as Your Honor's pointed  
9 out, the delays are often encountered in discovery and  
10 getting --

11 THE COURT: Which you're giving me the clue-up right  
12 now, Mr. Sarrett: "Well, they're not going to give me  
13 information about whether or not they're a CRA." "They're  
14 holding back on stuff." "We haven't litigated against them."  
15 "We don't know how it works."

16 They're going to say they're giving you the  
17 information; that's a dispute. It's going to come in front of  
18 me. Don't pretend like it's not going to if you are pretty  
19 sure it will. So from February of '24 to September of '24 --  
20 then I have to do months -- seven months where you find out you  
21 actually have a fight. That's what you're proposing to me.

22 MR. SARRETT: Your Honor, in order -- in any case in  
23 which we're trying to get a class certified, we have to have  
24 certain information and documents to be able to do that. And  
25 we will work with defense counsel to get that.



1 I think the Court's concern is that there's going to  
2 be a delay in that happening, and then there's going to be a  
3 fight, and then all these deadlines are going to have to be  
4 pushed back. My suggestion, respectfully, to resolve -- or try  
5 and avoid that scenario is to put in place some framework where  
6 we have no choice but to present any issues to the Court  
7 rapidly. And the Court could do that in several ways, one of  
8 which could be if the Court wants to refer it to one of the  
9 magistrate judges and we go ahead and set a schedule where we  
10 report and handle it that way.

11 The other option would be -- and it might not work in  
12 this case -- but in certain of Judge Payne cases, we have a  
13 telephone conference whenever there's a dispute, and if the  
14 Court can't resolve it during that telephone conference, then  
15 we have an expedited process for dealing with it. I think  
16 that's the real concern; it's a legitimate concern that the  
17 Court has.

18 And we are not trying to give Your Honor an order  
19 that we know we can't comply with; we're hoping we will get the  
20 information and documents. But I think if we have a framework  
21 in place to go ahead and deal with disputes -- are there going  
22 to be disputes? Probably, because if -- there's a lot at stake  
23 in the litigation and there's going to be fights over certain  
24 issues. But if we have a framework to try and resolve them  
25 quickly, I think that that would help us keep things moving

1 along.

2 THE COURT: Well, why are you focusing on whether or  
3 not you're going to certify a class? How is that separate from  
4 the CRA issue?

5 MR. SARRETT: The defendant proposed the notice  
6 period, that we provide them notice. And we had no issue with  
7 that. We thought it was reasonable, if they wanted us to do  
8 that, that we would agree with it.

9 I don't think the CRA issue looms in this case  
10 substantively; I really don't. I think there may be other  
11 issues of identifying individuals and that sort of thing,  
12 getting the information and documents out of databases from  
13 EWS, but I don't know that we're going to have -- I don't think  
14 we're going to have this merits fight over CRA status that's  
15 going to drive the entirety of the litigation. But I do think  
16 it's a good idea to have a framework in place for us to be  
17 reporting to the Court on issues --

18 THE COURT: Well, you know, Mr. Sarrett, here's the  
19 thing: I am here to make decisions. I am here to have lawyers  
20 fight hard but also reasonably. We have two magistrate judges.  
21 And they can work full time on your cases. I can work full  
22 time on your cases. And then we can ignore the other 199 cases  
23 that we cover. Or not.

24 You two, in my period here, have worked really well  
25 together. And you've stopped working together. I don't know

1     why. But I can tell you I'm not doing a hundred percent FCRA  
2     cases a hundred percent of the time and I'm not making my  
3     magistrate judges do it because you guys stopped getting along.

4             I don't know what is going on with you. But given  
5     the outcome, given the amount of time, given the number of  
6     cases that have been involved, it's not rationally explicable.  
7     Something is up. So I'm putting you-all on notice about this.  
8     I don't like any kind of litigation where it gets down to  
9     spitting contests.

10            So you-all are the preeminent lawyers in this area of  
11     the law in the nation. And I'm probably as educated a judge,  
12     this Court is about as educated a set of judges as you're ever  
13     going to get, but it does not mean that you just keep coming  
14     in, saying you're going to do something, and then not doing it.

15            So I am aware that there is a lot of passion  
16     involved, but it cannot drive rational business decisions and  
17     legal decision-making.

18            MR. McENTYRE: Your Honor, can I just say one thing?

19            THE COURT: Yes.

20            MR. McENTYRE: I'm sorry to interrupt you. And I  
21     apologize if this is not helpful, but I did want to provide  
22     some context. So our firm does not represent Equifax in its  
23     single-plaintiff cases, and I really don't know what happens;  
24     we handle the class actions. And we have not had a class  
25     action against Mr. Bennett's firm that got into any real

1 discovery disputes in a number of years. So in the class  
2 actions, at least, which is really all I know about, we all  
3 have continued to have, I think, a very productive working  
4 relationship and we've avoided some of the problems that we had  
5 ten years ago or so.

6 So I only wanted to provide that context. Obviously,  
7 Your Honor would not be expected to know which lawyers handle  
8 which cases, but to the extent there's been a problem with a  
9 lot of the Equifax cases with Mr. Bennett, our firm has not  
10 been involved in those and I don't have any idea what's going  
11 on.

12 We remain committed to having the same productive  
13 working relationship we've had with Mr. Bennett and avoiding  
14 overtaxing the Court's time for the last several years.

15 THE COURT: Okay. I'm going to enter this order.  
16 But you are going to report to me as well on September 23rd  
17 about what the status is of the class certification. And I'll  
18 enter whatever order I believe is necessary based on my initial  
19 pretrial order. I will set these deadlines. I haven't looked  
20 at my calendar; I don't know if I have other deadlines that  
21 might require a day or two or a week or two off on this, but  
22 I'll just enter them as I see fit.

23 I do hope that this remains, the relationship you've  
24 had. But I can tell you, Mr. Sarrett, I try my cases. I don't  
25 try Judge Payne's cases. I do my docket the way I do my

1 docket. And I have been very successful doing it my way. And  
2 if litigants are unproductive in what they do, it doesn't mean  
3 I change.

4 MR. SARRETT: Your Honor, I apologize; I was in no  
5 way --

6 THE COURT: I don't want to hear it, Mr. Sarrett. I  
7 knew what you meant.

8 MR. SARRETT: Your Honor, I did not mean in any way  
9 to insinuate that there was something -- all I was asking was  
10 that if there was a framework in place --

11 THE COURT: I have my framework. What I was saying  
12 is you have not been meeting my framework, and I want you to  
13 start meeting it. That's what I said; that's all you had to  
14 hear.

15 MR. SARRETT: The only thing I was hoping to do was  
16 just have a schedule in place so that we absolutely had to  
17 report or provide information so that there was no way in which  
18 we would be delaying anything and not doing charts and that  
19 sort of thing. That's all I was proposing. Not that it needed  
20 to be changed from the charts or anything of that matter and I  
21 certainly --

22 THE COURT: You said unless I wanted to take calls  
23 like Judge Payne did. Listen, think about what you're saying,  
24 Mr. Sarrett. And you know -- can you look at me, please? I  
25 don't talk like this very often. I never talk to lawyers as

1 expert as you are very often, if at all, like this.

2 Please just hear what I'm saying. Just meet these  
3 deadlines. And I change the deadlines if they need to be  
4 changed, reasonably. Okay?

5 MR. SARRETT: Yes, Your Honor. I apologize; I did  
6 not mean to offend the Court in any way.

7 THE COURT: I'm not offended; I'm disappointed. Just  
8 try your cases.

9 All right. I'm going to enter this order, and I will  
10 change it to the degree that I will require a report to the  
11 Court on September 23rd. All right.

12 (Court concluded at 12:12 p.m.)  
13  
14  
15

16 **CERTIFICATE**

17 I, Ruth A. Levy, RPR, certify that the  
18 foregoing is a correct transcript from the record of  
19 proceedings in the above-entitled matter.  
20

21 /s/ Ruth A. Levy, RPR

Date: 06/10/2024  
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